

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NORTH CAROLINA
GREENVILLE DIVISION**

**IN RE:
PAMELA C. COLTRAIN
464 SNUG HARBOR RD
HERTFORD, NC 27944**

**CHAPTER 7
CASE NO.: 10-02682-8-RDD**

**SSN: xxx-xx-2229
Debtor**

MOTION FOR SECTION 524(a) and 727(b) SANCTIONS

NOW COMES the Debtor, by and through her undersigned counsel, and moves the Court for an Order for appropriate sanctions against Bank of America a/k/a BAC Home Loans pursuant to Section 524(a) and 727(b) of the Bankruptcy Code, punitive damages and attorney fees, and in support hereof alleges and says as follows:

1. That the debtor filed for protection under Chapter 7 on April 5, 2010.
2. That BAC Home Loans was listed as a secured creditor under Schedule D of the debtor's Chapter 7 Bankruptcy Petition, having a lien on a double wide mobile home and lot located at 129 Anglers Cove Rd in Hertford, North Carolina, in which the debtor surrendered her interest.
3. That upon information and belief, BAC Home Loans was mailed a 341 Notice by the United States Bankruptcy Court and said Notice has not been returned in the mail.
4. On April 6, 2011, a copy of the debtor's Statement of Intention was mailed to BAC Home Loans.
5. On March 17, 2011, the debtor received a letter from Bank of America regarding Lender-Placed Insurance. See Exhibit "A" attached hereto and incorporated herein by reference.
6. On March 29, 2011, a letter was mailed to Bank of America from counsel advising them of the bankruptcy and the provisions of Section 362. See Exhibit "B" attached hereto and incorporated herein by reference.
7. That the debtor received another letter from the Bank of America dated April 2, 2011 regarding fees assessed against mortgage note. See Exhibit "C" attached hereto and incorporated herein by reference.
8. That on April 13, 2011, Bank of America was mailed a letter advising them of the

bankruptcy and the provisions of Section 362. See attached Exhibit "D" incorporated herein and made a part hereof by reference.

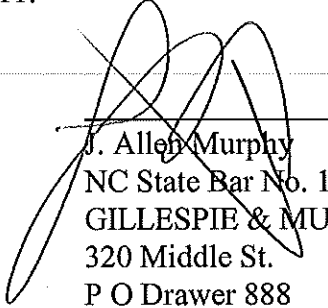
9. That the debtor received another letter from Bank of America in May, 2011, stating that the servicing agent of BAC Home Loans will transfer to parent company, Bank of America beginning July 1, 2011. See Exhibit "E" attached hereto and incorporated herein by reference.
10. That on May 17, 2011, a letter was mailed to Bank of America again advising them of the bankruptcy and the provision of Section 362. See Exhibit "F" attached hereto and incorporated herein by reference.
11. That counsel for the debtor has not received the letters returned by the postal service and has no reason to believe the letters were not received.
12. That the debtor contacted Bank of America on June 28, 2011 to advise them that the property had been broken into and she advised them again of the bankruptcy and that the property was surrendered. A representative advised the debtor, that some of the departments within the company were not even aware of the bankruptcy, which is why she continues to receive information regarding the loan.
13. That the debtor received another for Informational Purposes Only dated July 14, 2011 regarding escrow disbursements. See Exhibit "G" attached hereto and incorporated herein by reference.
14. That the debtor received her Discharge on July 26, 2010.
15. That Bank of America has continued to send statements and letters to the debtor after several attempts by your undersigned counsel to cease collection efforts and harassment.
16. That Bank of America has violated Section 524(a) and 727 (b) of the Bankruptcy Code by continuing to harass and continuing to collect a debt from the debtor.

WHEREFORE, the Debtor respectfully prays of the Court as follows:

1. That the Court impose sanctions against the Bank of America in the form of a cash award in favor of the Debtor in the sum of \$2,500.00.
2. That the Court impose further sanctions in the form of a legal fee against these parties jointly and severally in the sum of \$1,000.00.
3. That Bank of America be charged with any fees to the Court required in reopening this case in order to file this Motion.

4. That any other cost associated with this action be taxed against Bank of America; and
5. That the debtor has such other and further relief as the Court may deem just and proper.

This the 4th day of August, 2011.



J. Allen Murphy
NC State Bar No. 13053
GILLESPIE & MURPHY, P.A.
320 Middle St.
P O Drawer 888
New Bern NC 28563
Phone no.: (252) 636-2225
Fax no.: (252) 636-0625

NORTH CAROLINA

Perquimans COUNTY

VERIFICATION

Pamela C. Coltrain, being first duly sworn, deposes and says:

That she is the Debtor in the foregoing case; that she has read the Motion for Section 524(a) and 727(b) Sanctions and knows the contents thereof; that the same is true of his own knowledge, except as to those matters herein stated upon information and belief and as to the those he believes them to be true.

X This the 26th day of July, 2011.

X Pamela C Coltrain
Pamela C. Coltrain

X Sworn to and subscribed
before me this the 26th day of
July, 2011.

Kay Matthews Hall
Notary Public
County of Perquimans
My Commission Expires:

March 12, 2016

Exhibit "A"

FROM : PERQUIMANS COUNTY DSS

FAX NO. : 252-426-1240

Mar. 17 2011 11:19AM P2

9046
02 7653**Bank of America**
Home LoansP.O. BOX 961206
FORT WORTH, TX 76161-0206000500 - 003903
PAMELA COLTRAIN
464 SNUG HARBOR RD
HERTFORD, NC 27944-1456Notice Date: MARCH 1, 2011
Bank of America Loan #: 022617653
Property Address: 129 ANGLERS COVE ROAD
HERTFORD NC 27944**IMPORTANT MESSAGE ABOUT YOUR LOAN**

We previously notified you that we had not received evidence of existing and acceptable hazard (homeowner's) insurance on the above referenced property. According to your loan agreement, acceptable insurance coverage must be maintained on your home at all times. Therefore, as provided for in the loan agreement, we have purchased Lender-Placed Insurance at your expense in the amount of \$7,233.00. This amount is based, in part, upon our knowledge that the location above is Vacant and a Unknown year old home and other rating factors. If this information is incorrect, please contact us at (866) 265-3321. Additionally, if the occupancy of your property changes, the principal amount charged may differ from the amount stated in this letter.

IMPORTANT INFORMATION ABOUT YOUR LENDER-PLACED INSURANCE

The cost of this coverage will be charged to you and has become an additional debt secured by your mortgage or deed of trust. If you do not have an escrow account, BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A. ("BAC Home Loans") will establish one and charge the cost of the Lender-Placed Insurance to it. Charging the cost for this insurance to your escrow account will likely cause your monthly payment to increase.

Additional items to consider include;

- This insurance will provide less coverage than was previously in effect and it may duplicate existing coverage.
- This insurance may be more expensive than your previous coverage.
- The coverage amount for Lender-Placed Insurance is based on the replacement value, which we believe is the last known amount of coverage you purchased, and if we do not have that information, it is based on your current principal balance.
- This insurance provides no coverage for: loss or damage to personal property (such as personal contents, jewelry, or home), loss from theft, injury to persons or property for which you may be liable, additional living expenses, or flood. Lender-Placed Insurance does not provide guaranteed replacement cost coverage.
- The insurance may not be sufficient to fully restore or repair your property to its previous condition, and may not protect any equity that you may have built up on your property.
- This insurance may have other restrictions, exclusions and limitations specifically described in the coverage that we acquire.
- In the event of a claim, all payments will be due to BAC Home Loans, except amounts in excess of BAC Home Loans' interest which will be forwarded to you.

WHAT YOU NEED TO DO

We encourage you to obtain your own preferred hazard (homeowner's) insurance coverage. In the event that you do not have your own policy:

Please write your loan number on all correspondence.

Received Time Mar. 17. 2011 11:16AM No. 8526

ARW: IF7

FROM : PERQUIMANS COUNTY DSS

FAX NO. : 252-426-1240

Mar. 17 2011 11:20AM P3

RE: PAMELA COLTRAIN

BAC Home Loans Loan #: 022617653

- You will receive a full refund of the recent Lender-Placed Insurance payment, provided that your coverage dates back to the expiration date of your previous policy. Please allow 14 business days for any Lender-Placed Insurance refund to apply back to your loan.
- If there is a lapse, the charges for the lapse will be charged to your escrow account.
- If you do not have an escrow account, you are obligated by your loan documents to reimburse for the insurance charges during the lapse period.

We offer several options to update your insurance:

- You can provide policy information on our website at bankofamerica.com;
- Your agent can provide policy information on our business partner's website at homeloanbusiness.bankofamerica.com;
- You may fax a copy of your homeowner's insurance declaration page with your loan number to: (800) 3-8-18;
- You may call the customer service automated system at (866) 265-3321; or,
- You can mail a copy of your homeowner's insurance declaration page with your loan number to the address above.

Please note, if you live in a condominium complex insured under a master policy issued to your co-ownership association, please send to us, using the mailing instructions shown above, evidence of insurance from the association's master policy demonstrating proof of adequate hazard insurance coverage.

Once you have updated your insurance information through one of the options listed above, you may confirm it has been successfully updated by visiting our website at bankofamerica.com, or viewing your monthly statement.

ADDITIONAL INFORMATION

Additional information regarding the requirements of hazard insurance may also be found in your loan documents. Lender-Placed Hazard Insurance may be purchased from an affiliate of Bank of America, N.A.. Bank of America may receive a commission or other compensation in connection with obtaining this coverage.

THANK YOU FOR YOUR BUSINESS

We look forward to resolving this matter quickly and appreciate the opportunity to service your loan.

FROM : PERQUIMANS COUNTY DSS

FAX NO. : 252-426-1240

Mar. 17 2011 11:20AM P4

BAC HOME LOANS CUSTOMERS HAZARD INSURANCE REQUIREMENTS

- In order to protect the property, BAC Home Loans requires that you maintain hazard insurance. At a minimum, hazard insurance must be a fire and extended coverage policy. The insurance must not limit or exclude from coverage (in whole or in part) damage from windstorm, hurricane, hail damages, or any other perils that are a part of the coverage endorsement. Insurance coverage must be on a replacement cost basis, where available, and be in an amount at least equal to the lower of: 1) 100% of the insurable value of the improvements as established by the property or (2) the unpaid balance of the loan. Notwithstanding the foregoing, if the unpaid principal balance is less than the insurable value of the improvements, the coverage amount must be at least 80% of the insurable value. Coverage is required for non-owner-occupied properties. For coverage amounts of \$252,700 or less, the maximum deductible is the higher of \$1,000 or 1% of the policy's dwelling coverage. For coverage amounts greater than \$252,700, the maximum deductible is the higher of \$2,500 or 1% of the policy's dwelling coverage.
- The insurance policy must be issued by an insurance company acceptable to BAC Home Loans and licensed otherwise authorized by law, to conduct business in the jurisdictions in which the property is located. Your policy must be written by an insurance company with either an A.M. Best Rating of "B" or an A.M. Best's Financial Performance Rating of "VI" or better. The named insured on the policy must be the same as the mortgagor/trustor/grantor on your security instrument, or current owner if there has been a loan assumption. The policy must include a Lender's Loss Payable Endorsement or standard mortgagee/loss payee clause naming BAC Home Loans Servicing, LP and its successors and assigns.
- To help us maintain accurate records on your account, your loan number must be included on all policies, billings (including an escrow account), and correspondence with your insurer or insurance agent. You may provide us with any of the following: an original policy; a certified copy of an original policy; a certificate of insurance; a binder (only for coverage less than \$1,000,000) that complies with state law requirements; and for a non-escrowed loan, a paid receipt of premium paid for a 12-month policy term (6-month term in Florida only), or continuous coverage indicated in lieu of expiration date with 6 months prepaid.
- Due to changes in federal or state laws or regulations, BAC Home Loans may modify its insurance requirements and may include additional types or amounts of coverage. If BAC Home Loans makes a change, we will notify you so that you may purchase the required coverage.
- If we do not receive proof of insurance, or a bill to enable us to pay your policy premium if you have an escrowed account, BAC Home Loans may obtain insurance to protect the property at your expense. The cost of insurance we purchase to protect the property will become an additional obligation secured by your security instrument. The coverage we purchase will insure for damage to your dwelling, but not its contents. It will be different than your current policy, will in most cases be more expensive, may have higher deductibles, and will not protect you from risks typically included in a homeowner's policy. For example, it will not cover loss, damage or theft to personal property; or injuries to persons or damage to property for which you may be liable. It also does not cover worker's compensation or damage due to fire, flood, or earthquake. Our lender-placed coverage may not be enough to fully replace or repair your property in the event of damage or destruction. This insurance may not protect any equity that you have built up on your property.
- WE URGE YOU TO REPLACE ANY LENDER-PLACED INSURANCE WITH YOUR PREFERRED POLICY, WHICH WILL PROBABLY BE LESS EXPENSIVE FOR YOU AND PROVIDE BROADER PROTECTION. If BAC Home Loans receives a replacement policy that complies with our insurance requirements, we will cancel our lender-placed coverage effective the date that your preferred policy takes effect. If there is a lapse in coverage between your new preferred policy and the policy you or we had obtained before, you will be charged a prorated premium and state-imposed penalties (if any) for the period that no borrower-placed coverage was in place. If you provide us with proof that you had adequate insurance on your property as of the date our lender-placed coverage was effective, (i.e., no lapse in coverage) and you continue to have the insurance that you purchased yourself, you will not be charged any premium, costs, interest or other charges in connection with lender-placed insurance.
- Lender-Placed Hazard Insurance may be purchased from an affiliate of Bank of America, N.A.. Bank of America may receive a commission or other compensation in connection with obtaining this coverage.

FROM : PERQUIMANS COUNTY DSS

FAX NO. : 252-426-1240

Mar. 17 2011 11:21AM PS

NOTICE OF LENDER-PLACED INSURANCEResidential Property Fire Insurance
Risk Based Protection**MERITPLAN INSURANCE COMPANY**

(a stock company)

Home Office

3349 Michelson Drive, Suite 200, Irvine, CA 92612-8893

Date: 03/01/2011

Control Number: M4719375

Policy Number: 4800-0100

Loan Number: 9046-0000-022617653

NAMED INSURED:BAC HOME LOANS SERVICING, LP
P.O. BOX 961206
FORT WORTH, TX 76161-0206**BORROWER:**PAMELA COLTRAIN
464 SNUG HARBOR RD
HERTFORD, NC 27944-1456Coverage Period: From: 12/17/2010 Until: 12/17/2011, beginning and ending at 12:01 am Standard time the
DESCRIBED LOCATION.DESCRIBED LOCATION:
129 ANGLERS COVE ROAD
HERTFORD NC 27944

LIMIT OF LIABILITY FOR RESIDENTIAL PROPERTY:

\$92,625.00

DEDUCTIBLES:\$1,000.00 Occupied
\$1,000.00 Vacant**PREMIUM:** Insurance premium:

\$7,233.00

Total Premium:

\$7,233.00

The NAMED INSURED has purchased insurance on the DESCRIBED LOCATION for the amount and premium in
above.

The contract of insurance is only between the NAMED INSURED and Meritplan Insurance Company. There is no c
of insurance between the BORROWER and Meritplan Insurance Company. The insurance purchased is intended the
benefit and protection of the NAMED INSURED, insures against LOSS only to the dwelling and OTHER STRUCTURES
on the DESCRIBED LOCATION, and may not sufficiently protect the BORROWER'S interest in the property. No
coverage is provided for contents, personal effects, additional living expense, fair rental value or liability. NC
COVERED IS PROVIDED FOR LOSS CAUSED BY EARTHQUAKE OR FLOOD or any other cause of loss. NC
excluded by the Residential Property Fire Insurance Form. The NAMED INSURED may cancel the insurance co
at any time. it is
ags

This NOTICE is for information purposes only. It does not amend, extend, or alter the insurance contained the
Residential Property Fire Insurance Form. Any coverage provided is subject to the terms, conditions, limitation and
exclusions contained in the Residential Property Fire Insurance Form.

To report a claim, call: (800) 323-7466
For other inquiries, call: (866) 265-3321

FROM : PERQUIMANS COUNTY DSS

FAX NO. : 252-426-1240

Mar. 17 2011 11:21AM P6

Bank of America


 Home Loans
 Mail Stop, TX2-983-03-02
 2375 N. Glenville Drive, Bldg B
 Richardson, TX 75082

Pamela C Coltrain
 464 Snug Harbor Rd
 Hertford, NC 27944

Notice Date: February 26, 2011

Account No.: 22617653

Property Address:
 129 Anglers Cove Road
 Hertford, NC 27944

IMPORTANT MESSAGE ABOUT YOUR ACCOUNT

We are writing to notify you that the holder of your mortgage note has assessed fee(s), expense(s), and/or cost(s) against your mortgage note within the past 30 days as permitted by your mortgage note and/or deed of trust.

WHAT THIS MEANS

The following fee(s), expense(s) and/or cost(s) have been assessed against your mortgage note for the following reasons:

1. **Late fee** in the amount of \$0.00. Your XXX payment was not timely received; accordingly, as permitted by your mortgage or deed of trust, a monthly late fee has been assessed.
2. **Escrow Disbursements** – Pursuant to the terms of your escrow agreement, BAC Home Loans Servicing, LP is responsible for the payment of property taxes and homeowner's insurance from your escrow account. In addition, you are also required to have mortgage insurance on this property, which is paid out monthly. Payments from your escrow account for these items have been disbursed as follows:

Date	Description	Payee	Amount
02/04/11	Mortgage Ins. Premium	U.S. Dept. of Housing & Urb. Dev.	\$37.20

3. **Fees and Costs** – Additional fees and/or costs assessed against your mortgage note have been paid as reflected below:

Inspection fee—for services performed to determine the condition and occupancy of your property in order to secure the investor's interest and adhere to city and county codes:

Date	Description	Payee	Amount
------	-------------	-------	--------

Brokers Price Opinion/Appraisal performed to determine the value of the property:

Date	Description	Payee	Amount
------	-------------	-------	--------

Attorneys fees and/or costs incurred in connection with the foreclosure or bankruptcy case and approved by court order or per statute:

Date	Fee Description	Payee	Amount
------	-----------------	-------	--------

Date	Cost Description	Payee	Amount
------	------------------	-------	--------

Date	Cost Description	Payee	Amount
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Additional Fees may have been incurred for other reasons, including but not limited to the release of a payoff statement, a returned check, or preservation work to maintain a vacant property:

Date	Fee/Description	Payee	Amount
------	-----------------	-------	--------

WHAT YOU NEED TO DO

If you should have any questions regarding any of these disbursements, please contact a Customer Service Representative at (800) 669-6607.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

Received Time Mar. 17. 2011 11:16AM No. 8526

NC Statement 8295/9574 03/02/2008

Exhibit "B"

Gillespie & Murphy, P.A.
Attorneys at Law

Kenneth R. Gillespie
J. Allen Murphy
Robert J. Anderson*

320 Middle Street
Post Office Drawer 888

*Also admitted to practice in CA

New Bern, N.C. 28563
(252) 636-2225
Fax (252) 636-0625

March 29, 2011

321 N. Front Street
Wilmington, N.C. 28401
(910) 254-3456
Fax (910) 254-3444

Reply to: New Bern

email: gmpa@lawyersforchrist.com
www.lawyersforchrist.com

Bank of America
Attn.: Managing Agent
P.O. Box 961206
Fort Worth, TX 76161-0206

RE: Pamela C. Coltrain
SSN: xxx-xx-2229
Chapter 7 Bankruptcy
Case No.: 10-02682-8-RDD
Our File No.: 20090603

Dear Sir or Madam:

Please be advised that the above referenced debtors, filed a Chapter 7 Bankruptcy on April 5, 2010, bearing case number: 10-02682-8-RDD

Enclosed herewith please find a copy of the Discharge of Debtor. I direct your attention to paragraph two of the Explanation Of Bankruptcy Discharge. Notices mailed to the above debtors constitutes, in my opinion, a willful violation of this Court Order. If such notices do not cease, full legal remedies will be pursued including, but not limited to, punitive damages for this willful violation.

If you have any questions concerning the enclosed, please feel free to give me a call.

Sincerely yours,

GILLESPIE & MURPHY, P.A.

J. Allen Murphy

JAM:erm
Enclosures: Discharge
pc: client(s)

Bank of America Home Loans
Attn.: Managing Agent
Mail Stop, TX2-983-03-02
2375 N. Glenville Drive, Bldg. B
Richardson, TX 75082

FROM : PERQUIMANS COUNTY DSS

FAX NO. : 252-426-1240

Apr. 13 2011 09:06AM P2

Bank of America

Home Loans
 Mail Stop, TX2-983-03-02
 2375 N. Glenville Drive, Bldg B
 Richardson, TX 75082

Exhibit "C"

Notice Date: April 2, 2011

Account No.: 22617853

Pamela C Coltrain
 484 Snug Harbor Rd
 Hertford, NC 27944

Property Address:
 129 Anglers Cove Road
 Hertford, NC 27944

IMPORTANT MESSAGE ABOUT YOUR ACCOUNT

We are writing to notify you that the holder of your mortgage note has assessed fee(s), expense(s), and/or cost(s) against your mortgage note within the past 30 days as permitted by your mortgage note and/or deed of trust.

WHAT THIS MEANS

The following fee(s), expense(s) and/or cost(s) have been assessed against your mortgage note for the following reasons:

1. **Late fee** in the amount of \$0.00. Your XXX payment was not timely received; accordingly, as permitted by your mortgage or deed of trust, a monthly late fee has been assessed.
2. **Escrow Disbursements** - Pursuant to the terms of your escrow agreement, BAC Home Loans Servicing, LP is responsible for the payment of property taxes and homeowner's insurance from your escrow account. In addition, you are also required to have mortgage insurance on this property, which is paid out monthly. Payments from your escrow account for these items have been disbursed as follows:

Date	Description	Payee	Amount
03/04/11	Mortgage Ins. Premium	U.S. Dept. of Housing & Urb. Dev.	\$37.20

3. **Fees and Costs** - Additional fees and/or costs assessed against your mortgage note have been paid as reflected below:

Inspection fee—for services performed to determine the condition and occupancy of your property in order to secure the investor's interest and adhere to city and county codes:

Date	Description	Payee	Amount
------	-------------	-------	--------

Brokers Price Opinion/Appraisal performed to determine the value of the property:

Date	Description	Payee	Amount
------	-------------	-------	--------

Attorneys fees and/or costs incurred in connection with the foreclosure or bankruptcy case and approved by court order or per statute:

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------	-----------------	-------	--------

Date	Cost Description	Payee	Amount
------	------------------	-------	--------

Date	Cost Description	Payee	Amount
------	------------------	-------	--------

Additional Fees may have been incurred for other reasons, including but not limited to the release of a payoff statement, a returned check, or preservation work to maintain a vacant property:

Date	Fee/Description	Payee	Amount
------	-----------------	-------	--------

WHAT YOU NEED TO DO

If you should have any questions regarding any of these disbursements, please contact a Customer Service Representative at (800) 669-6607.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

FROM : PERQUIMANS COUNTY DSS

FAX NO. : 252-426-1240

Apr. 13 2011 09:05AM P1

PO Box 107
Hertford, NC 27944
Phone: (252)426-7373
Fax: (252)426-1240



**Perquimans County
Department of Social
Services**

Fax

20090603
Sent 362
1 hr of Discharge

To: Carol From: Pam Coltraw
Fax: 252-636-0625 Date: 4/13/11
Phone: _____ Page: 2
Re: Bank of America CC: _____
☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

*Comments:

Here is another letter I have received again from Bank of America. I received it yesterday. I have also called them on numerous occasions and they still are sending mail.

Pam

This facsimile and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received the fax in error please notify the sender, delete and destroy this message and its attachments."

Confidential

C:\My Documents\FAX\POWER STREET.doc

10/12/05

Exhibit "D"

Gillespie & Murphy, P.A.
Attorneys at Law

Kenneth R. Gillespie
J. Allen Murphy
Robert J. Anderson*

320 Middle Street
Post Office Drawer 888

*Also admitted to practice in CA

New Bern, N.C. 28563
(252) 636-2226
Fax (252) 636-0625

April 13, 2011

321 N. Front Street
Wilmington, N.C. 28401
(910) 254-3456
Fax (910) 254-3444

Reply to: New Bern

email: gmpa@lawyersforchrist.com
www.lawyersforchrist.com

Bank of America
Attn.: Bankruptcy Dept.
Mail Stop, TX-983-0302
2375 N. Glenville Drive, Sbd. B
Richardson, TX 75082

RE: Pamela C. Coltrain
SSN: xxx-xx-2229
Chapter 7 Bankruptcy
Case No.: 10-02682-8-RDD
Our File No.: 20090603

Dear Sir or Madam:

Please be advised that the above referenced debtors, filed a Chapter 7 Bankruptcy on April 5, 2010, bearing case number: 10-02682-8-RDD

Enclosed herewith please find a copy of the Discharge of Debtor. I direct your attention to paragraph two of the Explanation Of Bankruptcy Discharge. Notices mailed to the above debtors constitutes, in my opinion, a willful violation of this Court Order. If such notices do not cease, full legal remedies will be pursued including, but not limited to, punitive damages for this willful violation.

If you have any questions concerning the enclosed, please feel free to give me a call.

Sincerely yours,

GILLESPIE & MURPHY, P.A.


J. Allen Murphy

JAM:erm
Enclosures: Discharge
pc: client(s)

Case 10-02682-8-RDD Doc 14 Filed 07/26/10 Entered 07/26/10 02:25:19 Page 1 of 2

B18 (Official Form 18) (12/07)

United States Bankruptcy Court

Eastern District of North Carolina

Case No. 10-02682-8-RDD

Chapter 7

In re Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Pamela C Coltrain
464 Snug Harbor Rd
Hertford, NC 27944

Social Security / Individual Taxpayer ID No.:

xxx-xx-2229

Employer Tax ID / Other nos.:

DISCHARGE OF DEBTOR

It appearing that the debtor is entitled to a discharge,

IT IS ORDERED:

The debtor is granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).

BY THE COURT

Dated: 7/26/10

Randy D. Doub
United States Bankruptcy Judge

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.

Case 10-02682-8-RDD Doc 14 Filed 07/26/10 Entered 07/26/10 02:25:19 Page 2 of 2

B18 (Official Form 18) (12/07) – Cont.

**EXPLANATION OF BANKRUPTCY DISCHARGE
IN A CHAPTER 7 CASE**

This court order grants a discharge to the person named as the debtor. It is not a dismissal of the case and it does not determine how much money, if any, the trustee will pay to creditors.

Collection of Discharged Debts Prohibited

The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor. *[In a case involving community property:* There are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.] A creditor who violates this order can be required to pay damages and attorney's fees to the debtor.

However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the debtor's property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may voluntarily pay any debt that has been discharged.

Debts That are Discharged

The chapter 7 discharge order eliminates a debtor's legal obligation to pay a debt that is discharged. Most, but not all, types of debts are discharged if the debt existed on the date the bankruptcy case was filed. (If this case was begun under a different chapter of the Bankruptcy Code and converted to chapter 7, the discharge applies to debts owed when the bankruptcy case was converted.)

Debts That are Not Discharged

Some of the common types of debts which are not discharged in a chapter 7 bankruptcy case are:

- a. Debts for most taxes;
- b. Debts incurred to pay nondischargeable taxes;
- c. Debts that are domestic support obligations;
- d. Debts for most student loans;
- e. Debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- f. Debts for personal injuries or death caused by the debtor's operation of a motor vehicle, vessel, or aircraft while intoxicated;
- g. Some debts which were not properly listed by the debtor;
- h. Debts that the bankruptcy court specifically has decided or will decide in this bankruptcy case are not discharged;
- i. Debts for which the debtor has given up the discharge protections by signing a reaffirmation agreement in compliance with the Bankruptcy Code requirements for reaffirmation of debts; and
- j. Debts owed to certain pension, profit sharing, stock bonus, other retirement plans, or to the Thrift Savings Plan for federal employees for certain types of loans from these plans.

This information is only a general summary of the bankruptcy discharge. There are exceptions to these general rules. Because the law is complicated, you may want to consult an attorney to determine the exact effect of the discharge in this case.

Exhibit "E"

FROM : PERQUIMANS COUNTY DSS

FAX NO. : 252-426-1240

May. 09 2011 12:30PM P1

PO Box 107
Hertford, NC 27944
Phone: (252)426-7373
Fax: (252)426-1240



**Perquimans County
Department of Social
Services**

Fax

To: Carol From: Pam Coltraw
Fax: 252-636-0625 Date: 5/9/11
Phone: _____ Page: 6
Re: Bank of America CC: _____

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Reply

*Comments: Here are again the 2 latest letters
I have received from Bank of America
One received in late April and the other
this month.. I am sorry to have to send
another, but I am not sure what else
to do. Call if any questions. Pam Coltraw
Cell # 252-312-751

This facsimile and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this fax in error, please notify the sender, delete and destroy this message and its attachments."

Confidential

C:\My Documents\AX\COVER SHEET.doc

10/12/05

FROM : PERQUIMANS COUNTY DSS

FAX NO. : 252-426-1240

May. 09 2011 12:30PM P2

Doc ID: BANACOM1

Bank of America

P. O. Box 941633
Sunnyvale, CA 95094-1633

Home Loans

0477585 01 AT 0362 *AUTO 6 0 4403 27944-14564 -C01-P781924

PAMELA C COLTRAIN
484 SNUG HARBOR RD
HERTFORD NC 27944-1456



Account No.: 022617653



IMPORTANT MESSAGE ABOUT YOUR LOAN

We want to let you know that effective July 1, 2011, the servicing of home loans by our subsidiary-BAC Home Loans Servicing, LP, will transfer to our parent company-Bank of America, N.A. Based upon our records as of April 17, 2011, your home loan account noted above is affected by this servicing transfer.

WHAT THIS MEANS FOR YOU

- If you pay by check on or after July 1, 2011, please make checks payable to "Bank of America, N.A."
- Effective July 1, 2011, your monthly statements will show "Bank of America, N.A." as your loan servicer.
- We will notify property insurance carriers of this servicing transfer; however, we recommend you review the next policy renewal notice you receive after July 1, 2011, to verify that the "Mortgagee" for your policy has been updated to reflect "Bank of America, N.A." If your policy has not been updated, please contact your insurance carrier to ensure the update is made.
- Your account number will remain the same.
- The terms and conditions for your loan will not change.
- If you make automated/ACH payments or you make payments through Bank of America's or another financial institution's online banking service, continue to make payments as you do today. No actions are required on your part to accommodate this transfer.
- The customer service toll-free numbers, fax numbers and mailing addresses will remain the same.
- Online Banking access to your account will remain the same.
- Your privacy elections will not change.

For customers discussing, applying for, or involved in any Loan Modification, Repayment Plan, Short Sale, Deed In Lieu of Foreclosure, or Foreclosure

This servicing transfer will not impact any current discussions, applications, approved arrangements or proceedings in these areas. However, if you are currently in a repayment plan, trial modification or permanent modification, check payments made on or after July 1, 2011, should be payable to "Bank of America, N.A."

PLEASE SEE REVERSE SIDE

FROM : PERQUIMANS COUNTY DSS

FAX NO. : 252-426-1240

May. 09 2011 12:31PM P3

2 of 4

Legal Notice(s)*

As a result of this servicing transfer, we have enclosed the legal notice(s) listed just below. No action is required on your part in response to the notice(s), but we recommend you retain the notice(s) for your records:

- Real Estate Settlement Procedures Act (RESPA) Servicing Transfer Notice

THANK YOU

We appreciate the opportunity to serve your home loan needs. If you have any questions or need assistance regarding this servicing transfer, please call us at 1.877.488.7812 between 8 a.m. and 9 p.m. Eastern, Monday through Friday.

Please Note: This letter is being sent to the address and borrower(s) listed above. If there are other borrowers on this account who receive mail at a different address than above, please share this information with them. If you have other home loan accounts affected by this servicing transfer, you will receive a separate communication for each account.

* If an attorney represents you in connection with your Bank of America home loan, please provide your attorney a copy of this letter and any enclosed legal notice(s).

FROM : PERQUIMANS COUNTY DSS FAX NO. : 252-426-1240 May, 09 2011 12:31PM P4

3 of 4

NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS

You are hereby notified that the servicing of your mortgage loan and the right to collect payments in connection with your loan will be/was transferred from BAC Home Loans Servicing, LP to Bank of America, N.A., effective July 1, 2011.

The transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan. Except in limited circumstances, the law requires that your present servicer send you this notice at least 15 days before the effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 days after this effective date or at closing. However, in this case, all necessary information is combined in this one notice.

YOUR SERVICER PRIOR TO JULY 1, 2011:

Your servicer prior to July 1, 2011: BAC Home Loans Servicing, LP. If you have any questions relating to the transfer of servicing from this servicer, please call Bank of America Customer Service toll-free at 1.877.488.7812 between 8 a.m. and 9 p.m. Eastern, Monday through Friday. Your call may be monitored or recorded to ensure quality service.

YOUR SERVICER ON AND AFTER JULY 1, 2011:

Your new servicer on and after July 1, 2011: Bank of America, N.A. The business address for Bank of America, N.A. for purposes of your mortgage loan is: 450 American Street, Simi Valley, CA 93065-6285. Below is the information on how to contact and make payments to Bank of America, N.A.

Toll-free Number

The toll-free telephone number of Bank of America, N.A. is 1.877.488.7812. If you have any questions relating to the transfer of servicing to your new servicer, please call Bank of America Customer Service at 1.877.488.7812 between 8 a.m. and 9 p.m. Eastern, Monday through Friday. Please have your account number ready whenever you call. Your call may be monitored or recorded to ensure quality service.

Address for Correspondence (other than payments)

The address to send written correspondence to Bank of America, N.A. (other than payments) is:

Bank of America, N.A.
Customer Service Correspondence
CA6-919-01-41
P.O. Box 5170
Simi Valley, CA 93062-5170

Please include your loan number on all written correspondence you send to Bank of America, N.A.

Address for Mailed Payments

This transfer does not change the mailing address to send your payments. Please continue to send your payments to Bank of America, N.A. at the mailing address indicated on your monthly statements and/or coupons. Please write your loan number on all checks, cashier checks and other payments sent to Bank of America, N.A.

INFORMATION CONCERNING YOUR PAYMENTS AND OPTIONAL INSURANCE:

The date that BAC Home Loans Servicing, LP no longer accepts payments from you is June 30, 2011. The date that Bank of America, N.A. begins accepting payments from you is July 1, 2011. Send all payments due on or after that date to Bank of America, N.A.

Optional insurance, such as life and disability insurance coverage, will continue without interruption. If, for some reason, your current coverage cannot be continued by Bank of America, N.A., you will be given separate notice and offered other alternatives without interruption in your coverage.

ADDITIONAL RIGHTS UNDER THE REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA)
We want to make you aware of certain rights you have under RESPA. A summary is provided on the back of this notice.

SEE REVERSE SIDE FOR IMPORTANT CONSUMER INFORMATION

Bank of America, N.A. Member FDIC. Bank of America, N.A. is an Equal Housing Lender.
Property of Bank of America Corporation. All rights reserved.

Received Time May 9 2011 12:26PM No. 9407

4103-01-00-0477565-0002-0967216

FROM : PERQUIMANS COUNTY DSS

FAX NO. : 252-426-1240

May. 09 2011 12:31PM P5

4 of 4

ABOUT YOUR RIGHTS UNDER RESPA

You should be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2605):

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgement within 20 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. If you want to send a "qualified written request" regarding Bank of America, N.A.'s servicing of your loan, it must be sent to the following address:

Bank of America, N.A.
Customer Service Correspondence
CA6-919-01-41
P.O. Box 6170
Simi Valley, CA 93062-5170

No later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60-Business-Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents.

A Business Day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of the Section. You should seek legal advice if you believe your rights have been violated.

SEE REVERSE SIDE FOR IMPORTANT CONSUMER INFORMATION

FROM : PERQUIMANS COUNTY DSS

FAX NO. : 252-426-1240

May. 09 2011 12:32PM P6

Bank of America

Home Loans
Mall Stop, TX2-983-03-02
2375 N. Glenville Drive, Bldg B
Richardson, TX 75082

Notice Date: April 22, 2011

Account No.: 22617653

Pamela C Coltrain
464 Snug Harbor Rd
Hertford, NC 27944

Property Address:
129 Anglers Cove Road
Hertford, NC 27944

IMPORTANT MESSAGE ABOUT YOUR ACCOUNT

We are writing to notify you that the holder of your mortgage note has assessed fee(s), expense(s), and/or cost(s) against your mortgage note within the past 30 days as permitted by your mortgage note and/or deed of trust.

WHAT THIS MEANS

The following fee(s), expense(s) and/or cost(s) have been assessed against your mortgage note for the following reasons:

1. **Late fee** in the amount of \$0.00. Your XXX payment was not timely received; accordingly, as permitted by your mortgage or deed of trust, a monthly late fee has been assessed.
2. **Escrow Disbursements** - Pursuant to the terms of your escrow agreement, BAC Home Loans Servicing, LP is responsible for the payment of property taxes and homeowner's insurance from your escrow account. In addition, you are also required to have mortgage insurance on this property, which is paid out monthly. Payments from your escrow account for these items have been disbursed as follows:

Date	Description	Payee	Amount
04/06/11	Mortgage Ins. Premium	U.S. Dept. of Housing & Urb. Dev.	\$37.20

3. **Fees and Costs** - Additional fees and/or costs assessed against your mortgage note have been paid as reflected below:

Inspection fee - for services performed to determine the condition and occupancy of your property in order to secure the investor's interest and adhere to city and county codes:

Date	Description	Payee	Amount
------	-------------	-------	--------

Brokers Price Opinion/Appraisal performed to determine the value of the property:

Date	Description	Payee	Amount
------	-------------	-------	--------

Attorneys fees and/or costs incurred in connection with the foreclosure or bankruptcy case and approved by court order or per statute:

Date	Fee Description	Payee	Amount
------	-----------------	-------	--------

Date	Cost Description	Payee	Amount
------	------------------	-------	--------

Date	Cost Description	Payee	Amount
------	------------------	-------	--------

Additional Fees may have been incurred for other reasons, including but not limited to the release of a payoff statement, a returned check, or preservation work to maintain a vacant property:

Date	Fee/Description	Payee	Amount
------	-----------------	-------	--------

WHAT YOU NEED TO DO

If you should have any questions regarding any of these disbursements, please contact a Customer Service Representative at (800) 669-6607.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

Exhibit "F"

Gillespie & Murphy, P.A.
Attorneys at Law

Kenneth R. Gillespie
J. Allen Murphy
Robert J. Anderson*

320 Middle Street
Post Office Drawer 888

*Also admitted to practice in CA

New Bern, N.C. 28563
(252) 636-2225
Fax (252) 636-0625

321 N. Front Street
Wilmington, N.C. 28401
(910) 254-3456
Fax (910) 254-3444

Reply to: New Bern

email: gmpa@lawyersforchrist.com
www.lawyersforchrist.com

May 17, 2011

Bank Of America, NA
Customer Service Correspondence
CA6-919-01-41
P.O. Box 5170
Simi Valley, CA 93062-5170

RE: Pamela C. Coltrain
SSN: xxx-xx-2229
Chapter 7 Bankruptcy
Case No.: 10-02682-8-RDD
Our File No.: 20090603

Dear Sir or Madam:

Please be advised that the above referenced debtors, filed a Chapter 7 Bankruptcy on April 5, 2010, bearing case number: 10-02682-8-RDD

Enclosed herewith please find a copy of the Discharge of Debtor. I direct your attention to paragraph two of the Explanation Of Bankruptcy Discharge. Notices mailed to the above debtors constitutes, in my opinion, a willful violation of this Court Order. If such notices do not cease, full legal remedies will be pursued including, but not limited to, punitive damages for this willful violation.

If you have any questions concerning the enclosed, please feel free to give me a call.

Sincerely yours,

GILLESPIE & MURPHY, P.A.


J. Allen Murphy

JAM:erm
Enclosures: Discharge
pc: client(s)

Case 10-02682-8-RDD Doc 14 Filed 07/26/10 Entered 07/26/10 02:25:19 Page 1 of 2

B18 (Official Form 18) (12/07)

United States Bankruptcy Court

Eastern District of North Carolina

Case No. 10-02682-8-RDD

Chapter 7

In re Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Pamela C Coltrain
464 Snug Harbor Rd
Hertford, NC 27944

Social Security / Individual Taxpayer ID No.:
xxx-xx-2229

Employer Tax ID / Other nos.:

DISCHARGE OF DEBTOR

It appearing that the debtor is entitled to a discharge,

IT IS ORDERED:

The debtor is granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).

BY THE COURT

Dated: 7/26/10

Randy D. Douth
United States Bankruptcy Judge

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.

Case 10-02682-8-RDD Doc 14 Filed 07/26/10 Entered 07/26/10 02:25:19 Page 2 of 2

B18 (Official Form 18) (12/07) – Cont.

EXPLANATION OF BANKRUPTCY DISCHARGE IN A CHAPTER 7 CASE

This court order grants a discharge to the person named as the debtor. It is not a dismissal of the case and it does not determine how much money, if any, the trustee will pay to creditors.

Collection of Discharged Debts Prohibited

The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor. *[In a case involving community property:* There are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.] A creditor who violates this order can be required to pay damages and attorney's fees to the debtor.

However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the debtor's property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may voluntarily pay any debt that has been discharged.

Debts That are Discharged

The chapter 7 discharge order eliminates a debtor's legal obligation to pay a debt that is discharged. Most, but not all, types of debts are discharged if the debt existed on the date the bankruptcy case was filed. (If this case was begun under a different chapter of the Bankruptcy Code and converted to chapter 7, the discharge applies to debts owed when the bankruptcy case was converted.)

Debts That are Not Discharged

Some of the common types of debts which are not discharged in a chapter 7 bankruptcy case are:

- a. Debts for most taxes;
- b. Debts incurred to pay nondischargeable taxes;
- c. Debts that are domestic support obligations;
- d. Debts for most student loans;
- e. Debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- f. Debts for personal injuries or death caused by the debtor's operation of a motor vehicle, vessel, or aircraft while intoxicated;
- g. Some debts which were not properly listed by the debtor;
- h. Debts that the bankruptcy court specifically has decided or will decide in this bankruptcy case are not discharged;
- i. Debts for which the debtor has given up the discharge protections by signing a reaffirmation agreement in compliance with the Bankruptcy Code requirements for reaffirmation of debts; and
- j. Debts owed to certain pension, profit sharing, stock bonus, other retirement plans, or to the Thrift Savings Plan for federal employees for certain types of loans from these plans.

This information is only a general summary of the bankruptcy discharge. There are exceptions to these general rules. Because the law is complicated, you may want to consult an attorney to determine the exact effect of the discharge in this case.

Bank of America



Mail Stop, TX2-983-03-02
2375 N. Glenville Drive, Bldg B
Richardson, TX 75082

*most recent received
7/21/11*

Exhibit "G"

Pamela C Coltrain
464 Snug Harbor Rd
Hertford, NC 27944

Notice Date: July 14, 2011

Loan No.: 22617653

Property Address:
129 Anglers Cove Road
Hertford, NC 27944

FOR INFORMATIONAL PURPOSES ONLY. This is not a request for payment.

IMPORTANT MESSAGE ABOUT YOUR ACCOUNT

We have charged the following fee(s), expense(s), and/or cost(s) to your mortgage account within the past 30 days as permitted by applicable law or your promissory note and/or security instrument. Any amounts which are subject to prior court approval shall remain subject to such approval.

1. **Late fee** in the amount of \$0.00. Your XXX payment was not received on time. As permitted by your mortgage or deed of trust, a monthly late fee has been assessed.

2. **Escrow Disbursements** – Payments from your escrow account for these items have been made as follows:

Date	Description	Payee	Amount
05/05/11	Mortgage Ins. Premium	U.S. Dept. of Housing & Urb. Dev.	\$37.20
06/06/11	Mortgage Ins. Premium	U.S. Dept. of Housing & Urb. Dev.	\$37.20
07/07/11	Mortgage Ins. Premium	U.S. Dept. of Housing & Urb. Dev.	\$37.20

3. **Fees and Costs** – The following additional fees and costs assessed against your mortgage have been paid:

Inspection fee:

Date	Description	Payee	Amount

Brokers Price Opinion/Appraisal

Date	Description	Payee	Amount

Attorney's fees and/or costs incurred:

Date	Fee Description	Payee	Amount

Date	Cost Description	Payee	Amount

Date	Cost Description	Payee	Amount

Additional Fees:

Date	Fee/Description	Payee	Amount

WHAT YOU NEED TO DO

If you have any questions regarding any of these fees or disbursements, please contact a Customer Service Representative at (800) 669-6607.

In the event that you have filed Bankruptcy, this statement is being furnished for informational purposes only. It should not be construed as an attempt to collect against you personally. We will take no steps to collect from you personally or against the property securing this loan while the bankruptcy's automatic stay remains in effect. In the future, you may receive a discharge in bankruptcy. Under those circumstances, by operation of law, we will retain the ability to enforce our rights against the property securing this loan should there be a default under the terms of your loan documents.

This communication is from Bank of America, N.A., the servicer of your home loan.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NORTH CAROLINA
GREENVILLE DIVISION

IN RE:
PAMELA C. COLTRAIN
464 SNUG HARBOR RD
HERTFORD, NC 27944

CHAPTER 7
CASE NO.: 10-02682-8-RDD

SSN: xxx-xx-2229

Debtor

NOTICE OF MOTION AND CERTIFICATE OF SERVICE

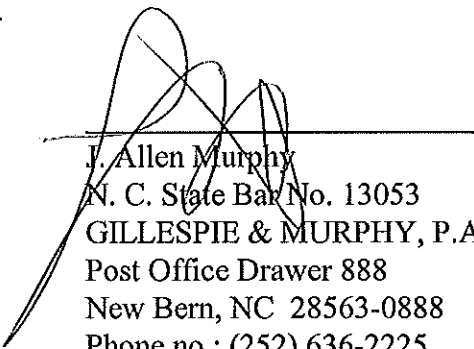
TO: All Parties In Interest

NOTICE IS HEREBY GIVEN of the Motion filed simultaneously herewith by the attorney for the movant in the above-captioned case; and

FURTHER NOTICE IS HEREBY GIVEN that if you fail to respond or otherwise plead or request a hearing in writing within 21 days from the date of this Notice, the relief requested in the Motion may be granted without further hearing or Notice; and

FURTHER NOTICE IS HEREBY GIVEN that if a response and a request for hearing is filed by the party named herein in writing within the time indicated, a hearing will be conducted on the Motion and response thereto at a date, time and place to be later set by this Court and all interested parties will be notified accordingly. If no request for a hearing is timely fixed, the Court may rule on the Motion and response thereto ex parte without further notice.

DATE OF NOTICE: 8-4-11



J. Allen Murphy
N. C. State Bar No. 13053
GILLESPIE & MURPHY, P.A.
Post Office Drawer 888
New Bern, NC 28563-0888
Phone no.: (252) 636-2225
Fax no.: (252) 636-0625

CERTIFICATE OF SERVICE

I, J. Allen Murphy, Attorney at Law certify:

That I am, and at all time hereinafter mentioned was, more than 18 years of age.

That on the 4th day of August, 2011, copies of the foregoing were served upon the following by depositing the same in the United States mail, postage pre-paid, addressed as follows:

George M. Oliver
Chapter 7 Trustee
PO Box 1548
New Bern, NC 28563

By Electronic E-Mail
gmo@oliverandfriesen.com

Marjorie K. Lynch
Bankruptcy Administrator
P O Box 3758
Wilson, NC 27895-2758

Pamela C. Coltrain
464 Snug Harbor Rd
Hertford, NC 27944

BAC Home Loans
Attn: Officer
P O Box 961206
Fort Worth, TX 76161-0206

By Certified Mail

Taylor, Bean & Whitaker
Attorney for BAC Home Loans
1417 N Magnolia Ave
Ocala, FL 34475

By Certified Mail

Nationwide Trustee Services, Inc.
Attn: Managing Agent
1587 Northeast Expressway
Atlanta, GA 30329

By Certified Mail

Bank of America
Attn: Officer
P O Box 961206
Fort Worth, TX 76161-0206

By Certified Mail

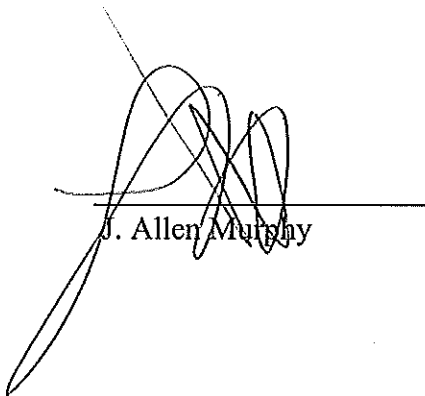
Bank of America Home Loans By Certified Mail
Attn: Officer
Mail Stop, TX2-983-02
2375 N Glenville Dr, Bldg B
Richardson, TX 75082

Bank of America, NA By Certified Mail
Attn: Officer
Customer Service Correspondence
CA6-919-01-41
P O Box 5170
Simi Valley, CA 93062-5170

Bank of America By Certified Mail
Attn: Officer
Mail Stop, CA6-919-01-23
450 American St
Simi Valley, CA 93065

I certify under penalty of perjury that the foregoing is true and correct.

DATED: 8-4, 2011.



J. Allen Murphy